



**COUNTY OF SUFFOLK
NEW YORK**

DEPARTMENT OF PUBLIC WORKS

ABSTRACT

REQUEST FOR QUALIFICATIONS / PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES DURING PRE-CONSTRUCTION AND
CONSTRUCTION PHASES OF THE

**NEW REPLACEMENT JAIL FACILITY AT YAPHANK CORRECTIONAL
YAPHANK, NEW YORK**

CAPITAL PROJECT NO. 3008

CHARLES J. BARTHA, P.E.
COMMISSIONER OF PUBLIC WORKS

TEDD GODEK, R.A.
COUNTY ARCHITECT

SEPTEMBER 17, 2004

THIS POSTING CONTAINS ONLY **PARTIAL** INFORMATION. TO OBTAIN THE FULL
DOCUMENT PLEASE SUBMIT A FORMAL REQUEST BY E-MAIL TO:

kenneth.phalen@co.suffolk.ny.us

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INTRODUCTION

The County of Suffolk plans numerous projects providing for the design and construction, alteration, and addition to various County buildings at various locations. This Request for Proposal (RFP) is for Construction Management Services during pre-construction and construction phases of the subject project. These services shall be provided by a professional engineering or architectural firm meeting the requirements of the County's local preference law, as stated elsewhere in this RFP. Such firm may employ sub-consultants as necessary to accomplish the work.

PART I - GENERAL INFORMATION AND SUBMISSION FORMAT

This section provides general information necessary for the preparation and submission of a response to this Request for Qualifications/Proposals (RFP).

A. GENERAL INFORMATION

1. Issuing Office and Reply:

This RFP is issued by the Suffolk County Department of Public Works and all replies should be addressed to:

Charles J. Bartha, P.E.
Commissioner of Public Works
County of Suffolk
335 Yaphank Avenue
Yaphank, New York 11980

Information regarding this RFP may be obtained by contacting:

Tedd Godek, R.A.
County Architect
Phone: (631) 852-4220
E-Mail: tedd.godek@suffolkcountyny.gov

2. Receipt of Proposals:

Proposals must be received in the Office of the Commissioner no later than 4:30 p.m. on **October 29, 2004**

3. Conferences with Respondents:

If deemed necessary by the County Architect, a conference may be held to tour the subject premises and answer questions regarding the RFP. Further, the County may request oral presentations by respondent firms. Firms will be notified of dates and times.

4. Rejection of Submission:

The County reserves the right to reject any or all proposals, or to award in whole or in part, or to waive informalities, if in its opinion, the best interest of the County will thereby be promoted.

The County reserves the right to:

- Reject and disqualify from consideration any and all submissions that it may, at its sole discretion, deem unresponsive to the information requested.
- Reject and disqualify from consideration any submission that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect.
- To waive minor technicalities.
- To accept the firm that, in its sole judgment, is advantageous and best serves the overall interests of the County.

5. Cost Liability:

The County assumes no responsibility or liability for costs incurred by respondents prior to an award of a contract, including costs incurred with the preparation and submission of proposals in accord with this RFP.

6. Revisions to the Request For Proposals:

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who received the initial RFP.

7. Proposals:

To be considered for selection, respondents must submit a complete response to this RFP. One original and three (3) copies of each proposal must be submitted to the County. The respondent shall make no other distribution of the proposal. All proposals submitted under this RFP will become the property of the County.

8. Subcontract:

No part of the work can be assigned, transferred, conveyed, sublet or otherwise disposed of without the County's consent and written approval.

9. Evaluation of Proposal:

Submission will be evaluated by the County in accordance with the following criteria:

- A. Project organization and management, including staffing and management control.

- B. The specialized experience and competence of the respondent, including the individual expertise of the project team members.
- C. The capability, responsibility and past performance of the respondent.
- D. Ability to meet the County's schedule. Exhibit A
- E. Past performance on projects of similar scope and subject matter, including availability of plans for past projects which are applicable to this project.
- F. Approach and qualifications of the firm for negotiating and administering a "Project Labor" agreement with the trade unions.

B. SUBMISSION FORMAT

All proposals submitted must be organized and consist of the following information:

- 1. Letter of Transmittal.
- 2. Executive summary of consultant's proposal.
- 3. Staffing - Identify project participants and indicate their specific responsibilities on the project and previous experience. Resumes are to be included. Provide a project organizational chart.
- 4. Consultant's experience, ability, and financial standing. A description of qualifications for this project and similar experience on related projects are to be submitted. Descriptions should include a summary of work performed, the period over which the work was completed, and the extent of the consultant's effort.

C. FEE PROPOSAL

- a. The proposer shall submit fee proposals as outlined below. All work, except for the C.P.M. Schedule, shall be on a time card basis plus authorized expenses. The proposer shall submit a detailed estimate of the cost breakdown for each item below.
 - (1) Pre-Construction Services to include, but not necessarily be limited to, design review, cost estimating, value engineering, project labor agreement feasibility studies and negotiations, legal consultation, and those services listed in attached EXHIBIT "A". Complete Exhibit "F" as back up for this fee.
 - (2) Construction Services to include, but not necessarily be limited to, construction contract administration, part-time field inspection, project labor agreement administration, legal consultation, and those services listed in attached EXHIBIT "A" except for construction trade labor. Complete Exhibit "F" as back up for this fee.

- (3) C.P.M. Schedule Services - The fee shall be stipulated on a lump-sum basis. This will be an additional fee paid in the event that preparation of a C.P.M. Schedule is recommended and contracted for.
- (4) Legal Services
 - (a) The Consultant shall be reimbursed at actual cost of legal services, plus 5% for legal fees incurred in the interest of the project.
 - (b) Firms providing legal services shall provide documentation in the same manner as required of the Consultant (time cards and wage rates).
 - (c) An estimate of the fee for legal services is to be provided.
- (5) Construction Trade Labor
 - (a) Construction Trade Labor services will be provided if a Project Labor Agreement is included as part of this project. Services will be reimbursed at actual direct salary costs plus fringe benefits, plus 10% of the sum of the direct salary plus fringe benefits.
 - (b) The Consultant shall provide documentation for additional construction labor in the same manner as required for services provided directly by him (time cards and wage rates).
 - (c) An estimated fee for construction trade labor shall be provided.

The Fee Proposal shall be submitted in a sealed envelope separate from all other documents. Only one (1) copy of the fee proposal is to be submitted.

D. SELECTION PROCESS

- 1. Selection Team - The selection team will consist of professional representatives from the Commissioner's office and the County Architect's office of the Department of Public Works.
- 2. The selection team members will review all proposals.
- 3. Interviews will be conducted.
- 4. The selection team will rank the firms based on the merits of their proposals and presentations.
- 5. The fee proposal of the top-ranked firms will be opened and scrutinized by the selection team.
- 6. The top-ranked firm will be called in to discuss the details of its proposal, including the fees. If an agreement on fee is reached, the top-ranked firm will be the chosen consultant.

7. If an agreement on fee is not reached with the top-ranked firm, negotiations will ensue with the second ranked proposer, and so forth, until a consultant is chosen, or until the County decides to suspend negotiations.

E. AFFIRMATIVE ACTION PLAN

One of the goals of the Suffolk County Affirmative Action Plan, Exhibit C, is to prohibit discrimination and provide equal opportunity to qualified applicants for contracts, subcontracts and grants with the County.

Suffolk County is committed to assure compliance with all Federal and State requirements designed to guarantee that protected classes have equal access to contracting opportunities.

The consultant shall use all good faith efforts to implement the Suffolk County Women and Minority-Owned Business Enterprise Program and to solicit active participation by enterprises identified in the "Suffolk County Women/Minority

Business Enterprise Directory" (County W/MBE Directory) as certified women and minority-owned business enterprises. A goal of 12% for WBE/MBE participation is desired. The respondent to this RFQ/P shall include in its submittal a Utilization Plan in accordance with Exhibit C.

PART II - SCOPE OF WORK

The Project Scope is attached hereto as Exhibit A and provides a description of the project concept and program. The scope of work to be provided by the Consultant for this project is broadly defined as project management services including project labor agreement negotiations, cost estimating, value engineering, legal consultation, and contract administration as directed by the County. More detailed responsibilities will be found in the Construction Management Contract Agreement attached hereto as Exhibit B.

It is important to understand that the County intends to advance this project at an accelerated pace. The consultant will be expected to perform their duties without hindering the project schedule.

PART III - NOTICE OF PUBLIC DISCLOSURE/GRATUITIES/NON COLLUSIVE BIDDING CERTIFICATIONS/ LIVING WAGE LAW/CHILD SEXUAL ABUSE POLICY

A. Public Disclosure Statement:

The Consultant shall represent and warrant that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st of January in each year of this Agreement's duration. The Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement. (Such filing is not required if the Consultant is a not-for-profit corporation).

B. Gratuities:

The Consultant represents and warrants that neither the Consultant nor any official, officer, employee, etc., of Consultant has offered or given any gratuity to any official, employee or agent of Suffolk County, New York State or any political party with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that the Consultant has read and is familiar with the provisions of Local Law #32-1980.

C. Non-Collusive Bidding Certification:

The Consultant hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Consultant for this agreement are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in the securing of the award, and that this agreement has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the agreement was secured without collusion or fraud and that neither any officer nor employee of the Suffolk County Department of Public Works has or shall have a financial interest in the performance of this agreement or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

D. Living Wage Requirements

1. This contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, or a waiver is granted, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees (as defined) of \$9 per hour with health benefits of at least \$1.25 per hour or other wise \$10.25 per hour. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law, County of Suffolk.
2. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of this law.
3. Appendix "G" contains a complete description of this program and the forms required to be completed. All completed forms are to be returned with the RFQ/P responses.

E. Child Sexual Abuse Reporting Policy

The Consultant agrees to comply with the Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Law that may become applicable during the term of this Agreement with regard to the child sexual abuse reporting policy and any regulations promulgated thereunder, and the Consultant represents and warrants that he has read and is familiar with Chapter 577, Article IV, of the Suffolk County Code.

PART IV - DRAFT AGREEMENT FOR SERVICES

A. The successful respondent will be required to enter into an agreement with the County. A draft agreement, Exhibit B, is attached for information purposes.

B. For the purpose of this RFP, the following items will apply to Exhibit B:

- Professional liability coverage shall be a minimum of \$2 million per claim.

PART V – LOCAL PREFERENCE LAW

Suffolk County has adopted Local Law No. 4-1993 establishing a preference program for County consultant contracts. This preference program requires all contracts for professional services (architectural, engineering, planning, legal, accounting, etc.) be awarded to firms whose principal place of business is located in Suffolk or Nassau County, except where no local consultant has the necessary expertise or the credentials to provide the needed services.

This law contains specific definitions and language relative to principal places of business and joint ventures, which interested parties should review. Copies of the law may be obtained from the office of the Commissioner of Public Works by calling 631-852-4013.

PART VI – CERTIFICATE OF AUTHORIZATION

Consultant shall submit with its proposal a copy of its current Certificate of Authorization pursuant to § 7210 of the New York Education Law. Consultant shall also submit with its proposal the Certificate(s) of Authorization of any sub-consultant and/or subcontractor who shall perform any professional engineering services under this RFQ/P. Failure to submit copies of said Certificate(s) shall be grounds to reject any proposal and disqualify consultant as not meeting the necessary minimum qualifications to perform the services required to be performed hereunder.

Exhibit A
Project Description and Scope of Work

**NEW REPLACEMENT JAIL FACILITY
AT YAPHANK CORRECTIONAL
YAPHANK, NEW YORK**

September 17, 2004

CAPITAL PROJECT NO. 3008

CONSTRUCTION MANAGEMENT SERVICES

1. General

The County plans on expanding and renovating its Correctional Facility in Yaphank. A multi-story addition will be added and linked to the existing building. The existing facility will be renovated, reorganized and modernized to meet present codes and standards and to improve the functionality of the facility. The condition of the existing complex and need for renovation and expansion has been documented in a needs assessment study conducted by Pulitzer, Bogard of Lido Beach, New York. The report is available for review at the offices of the Commissioner of the Department of Public Works, Yaphank, NY.

The programming phase of the project has been in progress since early August, 2004, and is being conducted by the design team headed by Weidersum Associates Architects, PLLC of Hauppauge, New York. The program, currently scheduled for completion by December 1, 2004, will provide a more detailed scope of proposed work, preliminary cost estimates, existing conditions surveys, and space requirements.

a. Project Scope

The project involves the construction of an addition to the existing facility and the renovation of the existing structure. It will provide housing for 1265 inmates, as well as the infrastructure and support facilities necessary for the proper processing, care, and feeding of the inmate population. Included in the project will be of state-of-the-art, staff, administrative, health care, and support facilities that will provide the county with efficient and cost effective management and staffing. Incorporating the recently completed kitchen, storage, and laundry facilities will be a prime focus of the utilization of the existing facility.

b. Project Staging

Stage I will construct and equip facilities to accommodate 680 inmates along with the required site improvements. Infrastructure to properly service and accommodate the full inmate capacity of 1265 and required staff will be constructed to the maximum extent practical in this phase.

Stage II will complete facility development for the remaining 585 inmates along with the necessary site improvements and ancillary infrastructure construction. This phase will also encompass the renovation of the existing structure to the extent necessitated by reprogramming and the modernization of systems, equipment, and components.

c. Proposed Schedule

Stage I:

Programming.....Complete by December 1, 2004
Design & Construction Document
Preparation.....Start December 1, 2004
Complete Construction Documents.....Complete by December 1, 2005
Approvals.....Complete by March 1, 2006
Construction.....Start June 1, 2006

We anticipate a 36 month construction duration for Stage I.

Stage II:

No definitive schedule for Stage II is in place at this time.

2. Funding

The current Capital Budget for construction of this project is \$100,000,000.00 for Stage I and \$60,000,000.00 for Stage II. These amounts are to be appropriated to fund construction, contingencies, utility and hookup fees, permit fees, inspections, etc.

3. Construction Management Services

The County desires to retain the services of a Construction Manager for Stage I of the Project to provide construction support services and to supplement, support, and assist the Department of Public Works in certain responsibilities related to the project that include, but are not necessarily limited to:

- Constructability review
- Contract document review
- Cost estimating
- Value engineering
- Scheduling
- Bidding
- Construction administration
- Construction coordination
- Project labor administration

The Project requires that the Construction Manager and the Design Professionals work together harmoniously. The Design Professional will be responsible for designing the Project so that it is safe and complies with the County's requirements, the Commission of Corrections requirements, and all applicable

laws, codes and regulations provided, however, that insofar as is possible, the Design Professional shall design the Project so as to minimize its cost and time of construction. The Construction Manager shall be responsible for assisting the County in directing, coordinating and expediting construction of the Project. The Construction Manager and the Design Professional shall respond fully and promptly to each other's requests for information and advice; and each shall give due consideration to the advice and suggestions of the other. Further, the Construction Manager shall advise the County when it (the Construction Manager) believes that the Project's design should be altered to reduce the cost and/or time of construction. The County shall give Construction Manager's suggestions due consideration and shall consider implementation unless such implementation would render the Project unsafe or inconsistent with the County's needs or be in violation of applicable laws, codes, regulations or requirements. The Construction Manager and Design Professional shall cooperate with one another in all matters. If the Construction Manager and the Design Professional disagree as to any matter, either or both of them shall promptly refer the matter to the County Architect for resolution.

The services of the Construction Manager shall be performed under the general direction of the County Architect and shall consist of consulting with, advising, and making recommendations to the County Architect, the Design Professional, and contractors during the design and/or construction phases, as the case may be, and of coordinating all aspects of the construction of the Project, in order to insure the completion of the work on schedule and within budget.

4. **Pre-Construction Services include but are not limited to the following:**
 - a) Furnish such construction information, estimates, judgments, consultation and advice, as may be required to assist the County Architect in the formulation of plans for the work.
 - b) Work in coordination with the Design Professional(s) and review, evaluate and provide advice and consultation with respect to plans, specifications and other design matters in the course of their preparation with particular attention to matters bearing upon efficiency, economy, and quality of workmanship, and upon the avoidance of inconsistencies and omissions in the Contract Drawings and Scope of Work.
 - c) Review the Design Professional's scope, schematic, preliminary and final documents and estimate of cost, commenting thereon and make recommendations with respect to such factors as construction methods and materials, suggested economies, availability of materials and labor, time requirements for installation, and construction cost. These "build-ability" and value-engineering studies shall be documented in a report to the County.
 - d) Review the plans and specifications with the Design Professional, and make recommendations to the County Architect and the Design Professional regarding the division of the work for the purpose of bidding, taking into account such factors as the type of scope of work to be

performed, time of performance, availability of labor, community relations and other pertinent criteria, relating to the various trades involved.

- e) Review the plans and specifications and advise the Design Professional of areas of possible conflicts and overlapping jurisdictions among the contractors and subcontractors and recommend solutions for the elimination of such areas so that the work on the Project may be advanced and completed as expeditiously as possible.
- f) Review schematic and preliminary construction plans, working drawings, specifications, and feasibility studies for alternate solutions prior to the acceptance thereof by the County Architect, and make recommendations with respect to their adequacy for maintenance of work schedules and expeditious completion of the construction consistent with budgetary limitations.
- g) Review the specifications to assure that they contain:
 - 1. Provisions for all temporary facilities necessary to enable the contractors to properly perform their work and;
 - 2. Provisions for all the job-site facilities necessary to enable the Construction Manager, the Design Professional and the County Architect to perform their duties in connection with the construction.
- h) On the basis of the Contract Documents prepare a schedule to be recommended to the contractor for the performance of the work.
- i) Advise the Design Professional as to the consecutive calendar days required for construction and submit recommendation for same to the County Architect.
- j) Where the project is in an occupied building or requires phasing, recommend scheduling to provide the least inconvenience to the occupants, the least interference with the functions of the building and the maximum efficiency and constructibility of the work.

5. **Bid Services include but are not limited to the following:**

- a) Attend bid openings. Record and distribute results.
- b) Interview prospective low bidders, determine bidders credentials and qualifications, and make recommendations for award of the contracts, including the option for providing a 10% preference to local firms in accordance with Local Law 5-1993, providing local preference for competitively bid contracts.
- c) Plan, schedule and conduct pre-construction conference and take accurate minutes of same for distribution to the County Architect and all conference participants.

6. **Project Labor Agreement**

The Construction Manager shall be experienced in all aspects of working with craft locals that might perform work on this project. The Construction Manager shall evaluate and determine if it is in the County's best interest to negotiate a Pre-Hire/Project Labor Agreement for this project. If justified, the Construction

Manager shall negotiate a project specific collective bargaining agreement with all craft locals that might be involved in the project. The Construction Manager shall employ construction trade labor as required by the National Labor Relations Act.

7. **Construction Phase (General) Services shall include but not be limited to:**
- a) Employ and provide construction tradesmen for work on this project as required by a Project Labor Agreement.
 - b) Develop shop drawing submission lists and schedules. Track submissions.
 - c) Attend and participate in all job and coordination meetings. Record and distribute minutes.
 - d) Monitor General Condition's performance, and coordinate work of all prime contractors.
 - e) Communicate and coordinate with the Design Professional and the Dept. of Public Works through designated staff.
 - f) Resolve disputes with labor.
 - g) Advise the County of jurisdictional disputes and special labor issues that may impede the progress of the job.
 - h) Develop, distribute, and update key personnel contact lists.
 - i) Monitor contractor payments regarding State Labor Rates and the County's Living Wage Law.
 - j) Review contractors' Schedule of Values and all payments based on the schedule.
 - k) Review and make recommendations to the County Architect on all change orders. Provide justification for all changes.
 - l) Review and approve all as-built drawings and maintenance manuals.
 - m) Adhere to County Comptroller's Rules and Regulations regarding contractor's payments.
 - n) Monitor equipment start-up, commissioning, and operations staff training procedures.
 - o) Coordinate with the user agencies in all existing buildings.
 - p) Along with Design Professional, prepare punch lists and review all closeout documentation.
 - q) Make recommendations to the County Architect and the Design Professional regarding the use and approval of sub-contractors and materials vendors.
 - r) Make recommendations to the County Architect and the Design Professional as to the capabilities and qualifications of all contractors and sub-contractors and sources of supply of equipment and materials proposed by them.
 - s) Take such action as required to prevent installation of work, material or equipment, which has not been properly approved or otherwise fails to conform with contract requirements and inform Commissioner promptly of such action and the reasons for and outcome of such action.
 - t) Ascertain that all tests of cement, concrete, structural or reinforcing steel, or of any other materials or equipment required to be tested under the terms of the contract documents, are performed.

- u) Review the safety program as developed by each of the contractors and monitor the adherence of each contractor to such program. If the Construction Manager observes non-compliance with an applicable safety regulation, he shall promptly notify the County Architect and the appropriate contractor.
 - v) Prepare independent cost estimates on work to be performed on change orders, or other extra costs, which may be incurred during the progress of the work.
 - w) Review contractors' application for extensions of time.
 - x) Review and evaluate any other items of work, which are expected to be done by the contractor on a negotiated basis.
 - y) With respect to work to be performed on a time-and-materials, unit cost, or similar basis requiring the keeping of records and computation therefrom, the Construction Manager shall maintain cost accounting records.
 - z) Determine the need for and recommend to the Commissioner the institution of partial or complete default proceeding against contractors or the assessment of liquidated damages. Assist the Commissioner in selecting alternate contractors to perform defaulted work and assist in evaluating back charges or other penalties to be assessed.
 - aa) Review all applications by the various contractors for progress payments and final payment and make recommendations to the County Architect and the Design Professional for approval or disapproval thereof, in accordance with the County's procedures. In the event any claim is made or any action brought in any way relating to the design or construction of the Project, the Construction Manager shall diligently render to the County all assistance, which the County may require.
 - bb) Collect guarantees, maintenance and operations manuals, keying schedules and other data required of the contractors, and maintain material and equipment delivery records, visual aids, charts and graphs.
 - cc) Maintain for the project orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, supplemental drawings and all other project-related documents.
 - dd) Provide and maintain a timely photographic record of the progress of the work. Photographs shall be of the number and type so as to adequately record the progress of the work.
8. **Construction Phase (Inspection) Services shall include but not be limited to:**
- a) Provide full time and part time on site inspection staff to insure that the project is built, equipped, and commissioned in accordance with the plans, specifications and code requirements.
 - b) Provide a Senior inspector, and Site/Civil, Mechanical, and Electrical/Controls inspectors. Their duties will include the inspection of work and preparation of inspection reports, attendance at, and participation in, bi-weekly job meetings, and coordination with County representatives and consultants. The Senior Inspector shall be a licensed Professional Engineer or

Registered Architect with at least 15 years construction experience. At this time the anticipated requirement for inspection services is as follows:

- 36 months of a Senior Inspector.
- 12 months of a Site/Civil inspector.
- 15 months of a Mechanical inspector.
- 15 months of an Electrical/Controls inspector.

(The respondents shall provide in the proposal a detailed breakdown of their anticipated inspection staffing, if it differs from that indicated above. Please state the rationale for any modification.)

- c) Guarantee performance of concrete testing, steel inspection, fireproofing and safing inspections, etc.
 - d) Coordinate all code required inspections by various agencies.
 - e) Maintain a daily job diary or log book in which should be described all work accomplished on the preceding working day, the number of men employed at the site by each contractor and the number of hours worked, material shortages, labor difficulties, also weather conditions, list of visiting officials and jurisdiction, daily activities, decisions, observations in general and specific observations as required.
 - f) A separate commissioning agent will be hired as part of this project. Work with and assist the commissioning agent in all aspects of the commissioning process.
 - g) Prepare, when requested by the County Architect, all replies to correspondence from the contractors, including letters and complaints for the signature of the County Architect or his/her duly authorized representative and reports relating to the quality of the Prime Contractors' work as required.
 - h) Perform such other services as may from time to time be requested by the County, which services are directly or indirectly related to the underlying construction project.
 - k) Ensure that all controlled inspections and all "semi-controlled" or off site inspections are required the New York State Building Code are satisfactorily performed.
 - l) Notify the County promptly of any deviation from approved contract drawings, specifications, shop drawings.
9. **CPM Scheduling Services**
- a) Develop, in concert with the prime contractors, a base line schedule of activities and assign cost values to each activity.
 - b) Prepare a procurement schedule and integrate into baseline.
 - c) Conduct all meeting with the prime contractors as determined by the Department of Public Works.
 - d) Provide a comprehensive job status report with the monthly CPM scheduling/update reports.
 - e) Review progress reports and make recommendations for schedule adherence.
 - f) Assist in review of contractors' progress payments in relation to the CPM Schedule.

10. Reporting Requirements

The Construction Manager shall monitor and prepare, the following reports, which shall be forwarded to the County Architect on a monthly basis:

- a) Minutes of all meetings
- b) CPM Schedule
- c) Daily project logs
- d) Certified payroll review status
- e) RFI log
- f) Shop drawing approval log
- g) All project correspondence
- h) Status of all payment requisitions
- i) Construction photos
- j) A summary of project status with all major outstanding issues flagged with details on how they are to be addressed
- k) Status of all required tests and inspections

The Construction Manager will also be expected to participate in an internet-based project management program, similar to, but not necessarily provided by, Constructware. The Construction Manager will be responsible for initiating at the pre-construction phase and maintaining through completion of the project, sufficient licenses to allow effective participation of its staff.

11. Additional Services

Where directed by the County Architect in writing, the Construction Manager shall provide certain additional services, which may include:

- a) Security
- b) General cleanup
- c) Laboratory services for testing materials if required
- d) Professional services for controlled inspection including but not limited to soils, welding, concrete masonry, structural steel, HVAC, etc.
- e) Progress photographs if not otherwise provided in the Construction contracts
- f) General Conditions Work
- g) Such other services as the Commissioner may determine are necessary for the project.